WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District to create a non-exclusive Independent Contractor Relationship with <u>Play-Well TEKnologies</u>. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
 - A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that Contractor will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be Contractor's sole responsibility and not the Park District's. In addition, Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for Contractor's actions, and that of Contractor's employees and agents, if any. The Park District will in no way defend Contractor in matters of liability.
 - B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and businesses.
 - C. Contractor agrees not to identify and act as an employee or joint employee of the Park District to members of the public.
 - D. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and agents employed by Contractor, If any.
- II. The Contractor shall provide specific services as required by the Park District.
 - A. Services to be performed by Contractor include:
 - Conducting classes submitted for program guides in accordance with production schedule. See Addendum for list.
 - B. Results to be achieved by Contractor include:
 - Conducting a successful class based on program description, dates and times advertised.
 - C. Days and hours of work to be performed by Contractor include:
 - Classes based on submission by contractor and enrollment.
 - D. Location(s) of work to be performed by Contractor include(s):
 - DuPage County Historical Museum, 102 E Wesley Street, Wheaton, IL 60187

- E. Contractor's other responsibilities include:
 - Provide the Park District staff with an Invoice prior to last day of class in order to be paid in a timely manner.
 - Provide the Park District staff with changes for brochure, fees, location and/or any other matter pertaining to the program.
- III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- IV. The duration of this independent contractual agreement will be:
 - A. June 9, 2025- August 15, 2025
- V. Method of Payment:

Α.

- Invoice submitted to Wheaton Park District and then Purchase Order (Check) sent to Contractor.
- Contractor will receive \$140/student for a 5 day class. Camp fee to be set at \$211/student.
- B. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-NEC. The Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The contractor acknowledges and agrees that they are responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.
- VII. The Contractor acknowledges and agrees that Contractor is solely responsible for the actions of employees or agents hired by the Contractor in performing the work/services.
- VIII. The Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.

These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that they remain an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. The Contractor acknowledges and agrees that they will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XIV. Contractors, in providing any aid, benefit, or service, will not, directly or through contractual, licensing, or other arrangements, discriminate on the basis of disability.
 - A. Discrimination includes but is not limited to:
 - Refusing to conduct an assessment when a visitor with a disability makes a request for a reasonable modification;
 - Denying a request for a reasonable modification unless the request creates an undue burden; and
 - Charging a higher fee for participation by a visitor with a disability than the fee charged to a visitor without a disability for the same service.
 - B. The Contractor agrees:
 - It will welcome visitors with disabilities.
 - It will make services, programs, and equipment available to participants with disabilities who meet eligibility requirements.
 - It will, when a visitor asks for a reasonable modification, evaluate the request and, unless fulfilling the request is an undue burden, fulfill the request.

- It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
- It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.

C. The Park District agrees:

- It will ensure that parking, restrooms, and accessible routes to the Contractor's place
 of business in the facility are accessible and maintained by the Park District to remain
 accessible.
- It will be available to assist Contractor in evaluating requests for reasonable modification.
- XV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.
- XVI. Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- XVII. Force Majeure In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.
- XVIII. Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor of other person on behalf of the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.
- XIX. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the Contractor.

XX.	Other			
	items:			

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance
Checked 11/27/24 MP		MP 12/27/24 &



Organization

DuPage County Historical Museum

102 E Wesley Street Wheaton, IL 60187

DuPage County Historical Museum Contact

Michelle Podkowa

Phone: (W) 630.510.4956

Email: mpodkowa@wheatonparks.org

Play-Well Contact

Primary Contact

Jacob Lang - Area Manager Phone: (W) 224-571-2104 Email: jacob@play-well.org

Business Office

216 Greenfield Avenue San Anselmo, CA 94960 **Phone:** (W) 415.460.5210



Program Location

DuPage County Historical Museum 102 E Wesley Street Wheaton, IL 60187

Site Phone: 630-510-4941





DuPage County Historical Museum Course Dates

Title / ID	Ages	Dates	Times	Price	Min/Max		
Minecraft Engineering using LEGO® Materials ID: 110174	Ages: 5 to 7	6/9/25 - 6/13/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00[*]	10 / 24		
Minecraft Master Engineering using LEGO® Materials ID: 110182	Ages: 7 to 12	6/9/25 - 6/13/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$1-40.00[*]	10 / 24		
Pokémon Engineering using LEGO® Materials ID: 110175	Ages: 5 to 7	6/16/25 - 6/20/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$1-40.00[*]	10 / 24		
Pokémon Master Engineering using LEGO® Materials ID: 110183	Ages: 7 to 12	6/16/25 - 6/20/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$1-40.00[*]	10 / 24		
Wildlife Wonders using LEGO® Materials ID: 110176	Ages: 5 to 7	6/23/25 - 6/27/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00 *	10 / 24		
Machine Mayhem using LEGO® Materials ID: 110184	Ages: 7 to 12	6/23/25 - 6/27/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$140.00[*]	10 / 24		
STEM Discovery using LEGO® Materials ID: 110177	Ages: 5 to 7	7/7/25 - 7/11/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00 *	10 / 24		

^[*] Price Per Course Per Participant



DuPage County Historical Museum Course Dates Cont...

Title / ID	Ages	Dates	Times	Price	Min/Max
STEM Innovations using LEGO® Materials ID: 110185	Ages: 7 to 12	7/7/25 - 7/11/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$140.00[*]	10 / 24
Radical Rides using LEGO® Materials ID: 110178	Ages: 5 to 7	7/14/25 - 7/18/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00[*]	10 / 24
Radical Rides 2.0 using LEGO® Materials ID: 110186	Ages: 7 to 12	7/14/25 - 7/18/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$140.00 _[*]	10 / 24
Pokémon Engineering using LEGO® Materials ID: 110179	Ages: 5 to 7	7/21/25 - 7/25/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00[*]	10 / 24
Pokémon Master Engineering using LEGO® Materials ID: 110187	Ages: 7 to 12	7/21/25 - 7/25/25 Weekdays 5 Sessions	1:00pm - -4:00pm	Play-Well: \$140.00[*]	10 / 24
Wildlife Wonders using LEGO® Materials ID: 110180	Ages: 5 to 7	7/28/25 - 8/1/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00[*]	10 / 24
Machine Mayhem using LEGO® Materials ID: 110188	Ages: 7 to 12	7/28/25 - 8/1/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$140.00 *	10 / 24
Minecraft Engineering using LEGO® Materials ID: 110181	Ages: 5 to 7	8/11/25 - 8/15/25 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$140.00[*]	10 / 24
Minecraft Master Engineering using LEGO® Materials ID: 110189	Ages: 7 to 12	8/11/25 - 8/15/25 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$140.00[*]	10 / 24



[*] Price Per Course Per Participant

DuPage County Historical Museum Course Descriptions

Minecraft Engineering using LEGO® Materials

Venture into the world of Minecraft in our unique LEGO® experience. Get ready to build your base, craft your tools, use your Minecart to harvest raw resources, and battle to stop the Ender Dragon from ending the world. Come explore the endless possibilities of LEGO® with a trained Play-Well instructor.

Minecraft Master Engineering using LEGO® Materials

Bring your favorite Minecraft adventures to life with our enthusiastic Play-Well instructors. In a Minecraft world powered by LEGO® resources, we will build shelters to keep out Creepers, craft mystical items that only true masters can wield, and perfect our crossbow skills to stop the Wither from taking over! If you can imagine it, we can build it.

Pokémon Engineering using LEGO® Materials

Calling all Pokémon trainers! With the Pokémon Championship approaching, join our enthusiastic Play-Well Instructors as we build and catch our favorite Pokémon, rescue Pikachu from Team Rocket, take a ride on the S.S. Anne to uncover rare and mystic Pokémon, and battle to see who will hold the title of Pokémon Master. Come along on our journey to catch 'em all!

Pokémon Master Engineering using LEGO® Materials

LEGO® Master, I choose you!! In the race to be crowned the Ultimate Pokémon Champion, we need your help! Learn to build your favorite Pokémon, level up by teaching them special moves, evolve them into more powerful versions, and come face to face with the current champion in an epic battle for the title. Learn from our Play-Well Pokémon Masters so you can make it to the top!

Wildlife Wonders using LEGO® Materials

Design and build your way through the animal kingdom, from sea to safari, using tens of thousands of LEGO® parts. With the guidance of an experienced Play-Well instructor, you'll recreate diverse habitats while crafting animals in their natural surroundings. Your animal adventure awaits!



Machine Mayhem using LEGO® Materials

Design your custom LEGO® creation to take on any challenge. Mix and match chassis designs using wheels, treads, or walking legs and then combine these with tools like drills, hammers, and battering rams. You will refine your masterpiece by sparring with friends and overcoming obstacles all while applying real-world engineering and physics concepts to help you bash and crash your way to victory!

STEM Discovery using LEGO® Materials

Let your imagination run wild with tens of thousands of LEGO® parts! Build engineer-designed projects as you discover the world around us through our inquiry-based learning model. Projects are rotated seasonally to ensure that both new and returning students can explore the endless creative possibilities of the LEGO® building system.

STEM Innovations using LEGO® Materials

Design and innovate with Play-Well TEKnologies and tens of thousands of LEGO® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects and an inquiry-based learning classroom model. Projects are rotated seasonally to ensure that even returning students get a new experience. Time to see STEM in action!

Radical Rides using LEGO® Materials

Start your engines with tens of thousands of LEGO® parts as you dive into the vast world of vehicles! Build and design an array of exciting machines, traversing land, sea, and air, with the assistance of experienced Play-Well instructors. Learn about the engineering principles behind motors, gears, and everything that vrooms and zooms!

Radical Rides 2.0 using LEGO® Materials

Get anywhere, any way by building fast and furious vehicles of all kinds! Dive into our tens of thousands of LEGO® parts while you learn about the engineering behind vehicle design and creation. We guarantee that our Play-Well instructors will help you get movin' and groovin' through the world.



10				=		鲷		
ш	M	W #	\sim	8	\sim	я	1	\sim
1		w	E 3	匾	4 =	н		g
н	8 8	-	~	œ	$\overline{}$	ш	8 9	9

Play Well will be responsible for invoicing the class

Please Note

- 1. Play-Well TEKnologies programs do not automatically continue; a new Letter of Agreement must be negotiated for new programs.
- 2. Programs must be conducted in a clean, indoor area on the first floor or in a room that is handicap accessible.
- 3. For programs held for multiple days, we prefer to use the same room each day.
- 4. If programs do not meet minimum enrollment, they may be combined or cancelled at our discretion. Do not automatically cancel a class that is below the minimum. Contact Play-Well first.
- 5. Students will not be able to keep LEGO materials. All materials used are the property of Play-Well TEKnologies and are not for sale or distribution.
- 6. Client will collect all participant fees prior to start of program. Play-Well TEKnologies will invoice client after the program has started.
- 7. The Play-Well fee does not include any CLIENT markup. Please notify Play-Well Area Manager of total cost of class.
- 8. The first day of summer programs, we request access to the site approximately 45 minutes before, and 30 minutes every day thereafter for setup. After class, we request 15-30 minutes for cleanup.
- 9. Play-Well reserves the right to cancel a program if we do not reach the minimum.

Jacob Lang for Play-Well TEKnologies	DuPage County Historical Museum Representative			
Date	Date			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER				CONTACT Michael McNamara							
McNamara Insurance Services, Inc.				PHONE (415) 457-7856 FAX (415) 457-7608							
690 De Long Avenue, Suite 200				E-MAIL Mike@4anoligy.com							
				ADDRESS.							
Nov	Novato CA 94945					INSURER(S) AFFORDING COVERAGE					NAIC#
-					OA 34343	modelta.					18058
INSU	INSURED TO BE A PLANTAGE OF THE PARTY OF THE					INSURE	RB: The Hart	Tord Insurance	Co of the Midwest		37478
	Tim Bowen, DBA: Play-Well TEKnologies					INSURE	RC:				
216 Greenfield Avenue					INSURE	RD:					
						INSURE	RE:				
		San Anselmo			CA 94960	INSURE	RF:				
COV	/ERAGE	S CERT	ΓΙFIC	ATE I	NUMBER: CL249303753				REVISION NUMBER:		
TH	IIS IS TO	CERTIFY THAT THE POLICIES OF II	NSUR	ANCE	LISTED BELOW HAVE BEEN	ISSUED	TO THE INSUR	RED NAMED AI	BOVE FOR THE POLICY PER	IOD	
IN	DICATED	 NOTWITHSTANDING ANY REQUIF 	REME	NT, TE	RM OR CONDITION OF ANY	CONTRA	ACT OR OTHER	DOCUMENT \	MITH RESPECT TO WHICH T	HIS	
CE	RTIFICA	TE MAY BE ISSUED OR MAY PERTA NS AND CONDITIONS OF SUCH PO	IN, TH	HE INS	SURANCE AFFORDED BY THE	POLICI	ES DESCRIBEI	D HEREIN IS S	UBJECT TO ALL THE TERMS	,	
INSR	.0203101		ADDL			KEDUC	POLICY EFF	POLICY EXP			
LTR	> / cor	TYPE OF INSURANCE MMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		
	× cov	WIMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00	0,000
									MED EXP (Any one person)	\$ 5,00	0
Α			Υ		PHPK2603446-10		10/01/2024	10/01/2025	PERSONAL & ADV INJURY	\$ 1,00	0,000
	GEN'L AG	GGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s 2,00	0,000
	X POL	LICY PRO-							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	ОТН								Sexual Abuse Coverage	\$ 1,00	
		BILE LIABILITY							COMBINED SINGLE LIMIT	\$	
		/AUTO							(Ea accident)	-	
	Own								BODILY INJURY (Per person)	\$	
		ros only autos							BODILY INJURY (Per accident)	\$	
		TOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
	X UME	BRELLA LIAB X OCCUR							EACH OCCURRENCE	\$ 5,000	0,000
Α	EXC	CESS LIAB CLAIMS-MADE			PHUB881936-10		10/01/2024	10/01/2025	AGGREGATE	s 5,000	0,000
	DED	RETENTION \$								\$	
		S COMPENSATION			,				➤ PER OTH-		
B OFFICER/MEMBER EXCLUDED? (Mandatory in NH)] N/A							s 1,000	0.000	
				57WECKZ9403		10/01/2024	10/01/2025	E.L. EACH ACCIDENT	4.00		
	If yes, describe under								E.L. DISEASE - EA EMPLOYEE	4.00	
	DESCRIPT	TION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	7,000
_		Molestation and Professional			DUDK0000440.40		40/04/2007	40/04/2225			
Α	Liability	'			PHPK2603446-10		10/01/2024	10/01/2025	EACH INCIDENT	-	00,000
									AGGREGATE	\$2,0	00,000
DESC	RIPTION C	OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)			
		to the Insured's Operations. Certific	ate H	older	is an Additional Insured per th	ne Gene	ral Liability Del	uxe Endorsem	ent: Human Services		
PI-G	гр-по а	ttached to this policy.									
											ļ
CEE	TIFICAT	FE HOLDED									
CER	TIFICAL	re holder				CANC	ELLATION				
						SHO	III D ANV OF T	HE ABOVE DE	SCRIBED POLICIES BE CAN	CELLED	BEEODE
									F, NOTICE WILL BE DELIVER		BEFORE
		DuPage County Historical Museu	ım						PROVISIONS.		
		102 E. Wesley St.									
		· =				AUTHOR	RIZED REPRESEN	ITATIVE			
		Wheaton			11 60407			1/	. /		ļ
		* ****Gaton		_	IL 60187			Khd	V. hh		